

POLE ATTACHMENT AGREEMENT

BETWEEN

**COMCAST OF MAINE / NEW
HAMPSHIRE, INC.**

AND

UNITIL ENERGY SYSTEMS, INC.

AND

**KEARSARGE TELEPHONE COMPANY
D/B/A TDS TELECOM**

(CHICHESTER AREA)



We Deliver.

It's that simple.

December 17, 2004

Comcast of Maine/New Hampshire, Inc.
Attn: Glenn Fiore
Regional Utility Coordinator
676 Island Pond Road
Manchester, N. H. 03109

Dear Mr. Fiore:

Enclosed are two executed Thirteenth Revised Appendix 1, effective January 1, 2004, Schedule of Fees and Charges of the License Agreement dated July 7, 1990 between:

Unitil Energy Systems, Inc. – Licensor
Kearsarge Telephone Company (Chichester) – Licensor
and
Comcast of Maine/New Hampshire, Inc. – Licensee

Following execution of the Appendix by your Company, please return one set to Unitil Energy Systems to my attention.

Sincerely,

UNITIL ENERGY SYSTEMS, INC.

A handwritten signature in cursive script, reading "Jon E. Shannon".

Jon E. Shannon
Team Leader – Plant Records

Enclosures

Business Office

1 McGuire Street
Concord, NH 03301

Phone: 603-227-4546
Fax: 603-227-4646

Email: shannon@unitil.com

LICENSE AGREEMENT
BETWEEN
CONCORD ELECTRIC COMPANY
AND
CHICHESTER TELEPHONE COMPANY
AND
CONTINENTAL CABLEVISION OF NEW ENGLAND, INC.

LICENSE AGREEMENT

DATED

JUL 7 1990

BETWEEN

CONCORD ELECTRIC COMPANY
(LICENSOR)

AND

CHICHESTER TELEPHONE COMPANY
(LICENSOR)

AND

CONTINENTAL CABLEVISION OF NEW ENGLAND, INC.
(LICENSEE)

CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
I	Definitions	2
II	Scope of Agreement	4
III	Fees and Charges	4
IV	Advance Payment	5
V	Specifications	6
VI	Legal Requirements	6
VII	Issuance of Licenses	7
VIII	Pole Make-Ready Work	7
IX	Construction, Maintenance and Removal of Attachments	9
X	Termination of License	10
XI	Inspections of Licensee's Attachments	10
XII	Unauthorized Attachments	11
XIII	Liability and Damages	12
XIV	Insurance	13
XV	Authorization Not Exclusive	13
XVI	Assignment of Rights	14
XVII	Failure to Enforce	14
XVIII	Termination of Agreement	14
XIX	Term of Agreement	15
XX	Notices	16

APPENDIXES

I	Schedule of Fees and Charges
II	Multiple Pole Attachment License Applications
III	Administrative Forms and Notices

THIS AMENDMENT made this 1st day of April, 1992, by and between Concord Electric Company, a corporation organized and existing under the laws of the State of New Hampshire, having its principal office in the City of Concord, New Hampshire and Chichester Telephone Company, a corporation organized and existing under the laws of the State of New Hampshire, having its principal office in the Town of Chichester, New Hampshire, either or both hereinafter referred to as the "Licensor", and Continental Cablevision of New England, Inc., a corporation organized and existing under the laws of the State of New Hampshire, hereinafter referred to as the "Licensee".

W I T N E S S E T H

WHEREAS, the Licensors and Continental Cablevision of New England, Inc. entered into an agreement dated July 7, 1990 covering attachments to poles of the Licensor located in the Town of Chichester, New Hampshire, and

WHEREAS, the Licensee desires that said agreement be extended to cover poles in the Town of Loudon, New Hampshire, and the Licensors are agreeable thereto.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereby covenant and agree as follows:

1. The first paragraph under the WITNESSETH preamble on page one of said Agreement dated July 7, 1990, is hereby amended to read as follows:

Whereas, the Licensee proposes to furnish communications service in the Towns of Chichester and Loudon in the State of New Hampshire, and

2. The first paragraph of Article II of said agreement entitled "SCOPE OF AGREEMENT" is hereby amended to read as follows:

Subject to the provisions of this Agreement, Licensor agrees to issue to Licensee for any lawful communications purpose, revocable, nonexclusive licenses authorizing the attachment of Licensee's attachments to Licensor's poles within the Towns of Chichester and Loudon, New Hampshire.

3. In all other respects said agreement is continued unaltered.

IN WITNESS WHEREOF, the parties have hereunto caused these presents to be executed in triplicate by their respective officers thereunto duly authorized, all as of the day and year first above written.

CONTINENTAL CABLEVISION OF NEW ENGLAND, INC.

BY

(Name)

TITLE

Vice President & District Mgr.

Date of Execution:

3-6-92

CHICHESTER TELEPHONE COMPANY

BY

(Name)

TITLE:

President

Date of Execution:

3-27-92

CONCORD ELECTRIC COMPANY

BY

(Name) Stewart E. Aither

TITLE: Vice President

Date of Execution:

4/1/92

LICENSE AGREEMENT

THIS AGREEMENT, made this **JUL 7 1990** by and between Concord Electric Company, a corporation organized and existing under the laws of the State of New Hampshire, having its principal office in the City of Concord, New Hampshire, and Chichester Telephone Company, a corporation organized and existing under the laws of the State of New Hampshire having its principal office in the Town of Chichester, New Hampshire (either or both hereinafter referred to as the "Licensor") and Continental Cablevision of New England, Inc., a corporation organized and existing under the laws of the State of New Hampshire, having its principal office in the City of Portsmouth, New Hampshire, hereinafter referred to as the "Licensee".

W I T N E S S E T H

WHEREAS, Licensee proposes to furnish communications services in the Town of Chichester, New Hampshire; and

WHEREAS, Licensee will need to place and maintain attachments within the area described above and desires to place such attachments on poles of Licensor; which poles are either jointly or solely owned by the Licensors; and

WHEREAS, Licensor is willing to permit, to the extent they may lawfully do so, the placement of said attachments on Licensor's facilities where reasonably available and where such use will not interfere with Licensor's service requirements or the use of its facilities by others subject to the terms of this agreement;

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties do hereby mutually covenant and agree as follows:

ARTICLE I
DEFINITIONS

As Used in This Agreement

A) Anchor Rod

A metal rod connected to an anchor and to which a guy strand is attached. Also known as a "guy rod".

B) Attachment

Any single strand, hardware, cable, wires and/or apparatus attached to a pole and owned by the Licensee.

C) Guy Strand

A metal cable of high tensile strength which is attached to a pole and anchor rod (or another pole) for the purpose of reducing pole stress.

D) Joint Owner

A person, firm or corporation having an ownership interest in a pole and/or anchor rod with Licensor.

E) Make-Ready Work

The work required (rearrangement and/or transfer of existing facilities on a pole, replacement of a pole or any other changes) to accommodate the Licensee's attachments on Licensor's pole.

F) Field Survey Work or Survey Work

A survey of the poles on which Licensee wishes to attach in order to determine what work, if any, is required to make the pole ready to accommodate the required attachment, and to provide the basis for estimating the cost of this work.

G) Other Licensee

Any entity, other than Licensee herein or a joint user, to whom Licensor has or hereafter shall extend the privilege of attaching communications facilities to Licensor's poles.

H) Joint User

A party with whom Licensor has entered into, or may hereafter enter into, a written agreement covering the rights and obligations of the parties thereto with respect to the use of poles and anchor rods owned by each party.

I) Suspension Strand

A metal cable of high tensile strength attached to pole and used to support communications facilities. Also known as "messenger cable".

ARTICLE II

SCOPE OF AGREEMENT

- (A) Subject to the provisions of this Agreement, Licenser agrees to issue to Licensee for any lawful communications purpose, revocable, nonexclusive licenses authorizing the attachment of Licensee's attachments to Licenser's poles within Chichester, New Hampshire.
- (B) No use, however extended, of Licenser's poles or payment of any fees or charges required under this Agreement shall create or vest in Licensee any ownership or property rights in such poles. Licensee's rights herein shall be and remain a license. Neither this Agreement nor any license granted hereunder shall constitute an assignment of any of Licenser's rights to use the public or private property at the location of Licenser's poles.
- (C) Nothing contained in this Agreement shall be construed to compel Licenser to construct, retain, extend, place or maintain any pole, or other facilities not needed for Licenser's own service requirements.
- (D) Nothing contained in this Agreement shall be construed as a limitation, restriction, or prohibition against Licenser with respect to any agreement(s) and arrangement(s) which Licenser has heretofore entered into, or may in the future enter into, with others not parties to this Agreement regarding the poles covered by this Agreement. The rights of Licensee shall at all times be subject to any such existing agreement(s) or arrangement(s) between Licenser and any joint owner(s) or joint user(s) of Licenser's poles.

ARTICLE III

FEES AND CHARGES

- (A) Licensee agrees to pay to Licenser the fees and charges as specified in and in accordance with the terms and conditions of APPENDIX I, attached hereto and made a part hereof.
- (B) Nonpayment of any amount due under this Agreement shall constitute a default of this Agreement.
- (C) Licensee shall furnish bond or other satisfactory evidence of financial security in such form (Appendix III Form F hereto attached) and amount as Licenser from time to time may require, in an initial amount of \$_____, but not exceeding \$50,000.00, to guarantee the payment of any sums which may become due to Licenser for fees due hereunder or charges for work performed for the benefit of Licensee under this Agreement, including the removal of Licensee's attachments upon termination of this Agreement or upon termination of any license issued hereunder. The financial security requirement may be waived in writing by Licenser or either of them and reinstituted if waived.

D(1) The Electric Company

Annually, effective ~~JAN - 1~~, changes in the amount of the fees and charges specified in Appendix I may be made by the Electric Company upon the giving of not less than sixty (60) days prior written notice to Licensee. Notwithstanding any other provision of this Agreement, Licensee may terminate this Agreement at the end of such notice period if the change in the fees and charges is not acceptable to Licensee by giving the Electric Company written notice of its election to terminate this Agreement prior to the end of such notice period.

D(2) The Telephone Company

The Telephone Company may change the amount of fees and charges specified in Appendix I by giving the Licensee not less than sixty (60) days' written notice prior to the date the change is to become effective. Notwithstanding any other provision of this Agreement, Licensee may terminate this Agreement at the end of such sixty-day notice period if the change in fees and charges is not acceptable to Licensee; provided Licensee gives the Telephone Company notice of its election to terminate this Agreement at least thirty (30) days prior to the end of such sixty-day period.

- (E) Changes or amendments to APPENDIX I shall be effected by the separate execution of APPENDIX I as so modified. The separately executed APPENDIX I shall become a part of and be governed by the terms and conditions of this Agreement. Such changes or amendments shall become effective within sixty (60) days and shall be presumed acceptable unless within that period Licensee advises Licensor in writing that the changes and amendments are unacceptable and, in addition, within thirty (30) days thereafter submits the issue to the regulatory body asserting jurisdiction over this Agreement for decision.

ARTICLE IV

ADVANCE PAYMENT

- (A) Licensee shall make an advance payment to the Licensor prior to:
- (1) any undertaking by Licensor of the required field survey (See Article VIII para. (A) in an amount specified by Licensor sufficient to cover the estimated cost to be incurred by Licensor to complete such survey.
 - (2) any performance by Licensor of any make-ready work required in an amount specified by Licensor sufficient to cover the estimated cost to be incurred by Licensor to complete the required make-ready work.
- (B) The amount of the advance payment required will be credited against the full cost to Licensor for performing such work or having such work performed by others plus, unless waived by Licensor or either of them, an amount equal to ten (10) percent of Licensor's full cost.

- (C) Where the advance payment made by Licensee to Licensor for field survey or make-ready work is less than the full cost to Licensor for such work, Licensee agrees to pay Licensor all sums due in excess of the amount of the advance payment.
- (D) Where the advance payment made by Licensee to Licensor for field survey or make-ready work exceeds the full cost to Licensor for such work, Licensor shall refund the difference to Licensee.

ARTICLE V

SPECIFICATIONS

- (A) Licensee's attachments shall be placed and maintained in accordance with the requirements and specifications of the latest editions of the Concord Electric Company Construction Standards, Manual of Construction Procedures (Blue Book), the National Electrical Code (NEC), the National Electrical Safety Code (NESC) and rules and regulations of the Occupational Safety and Health Act (OSHA) or any governing authority having jurisdiction over the subject matter. Where a difference in specifications may exist, the more stringent shall apply.
- (B) If any part of Licensee's attachments is not so placed and maintained, Licensor may upon ten (10) days written notice to Licensee and in addition to any other remedies Licensor may have hereunder, remove Licensee's attachments from any or all of Licensor's poles or perform such other work and take such other action in connection with said attachments that Licensor deems necessary or advisable to provide for the safety of Licensor's employees or performance of Licensor's service obligations at the cost and expense to Licensee and without any liability therefor; provided, however, that when in the sole judgement of Licensor such a condition may endanger the safety of Licensor's employees or others or interfere with the performance of Licensor's service obligations, Licensor may take such action without prior notice to Licensee.

ARTICLE VI

LEGAL REQUIREMENTS

- (A) Licensee shall be responsible for obtaining from the appropriate public and/or private authority any required authorization to construct, operate and/or maintain its attachments on public and private property at the location of Licensor's poles which Licensee uses and shall submit to Licensor evidence of such authority before making attachments on such public and/or private property.
- (B) The applicable provisions in the attachment entitled "Non-Discrimination Compliance Agreement" shall form a part of this agreement and any amendments thereto. (Attachment A) These provisions are incumbent on the Telephone Company only.
- (C) The parties hereto shall at all times observe and comply with, and the provisions of the Agreement are subject to, all laws, ordinances, and regulations which in any manner affect the rights and obligations of the parties hereto under this Agreement, so long as such laws, ordinances or regulations remain in effect.

- (D) No license granted under this Agreement shall extend to any of Licensor's poles where the placement of Licensee's attachments would result in a forfeiture of the rights of Licensor or joint users to occupy the property on which such poles are located. If placement of Licensee's attachments would result in a forfeiture of the rights of Licensor or joint users, or both, to occupy such property, Licensee agrees to remove its attachments forthwith; and Licensee agrees to pay Licensor or joint users, or both, all losses, damages, and costs incurred as a result thereof.

ARTICLE VII

ISSUANCE OF LICENSES

- (A) Before Licensee shall attach to any pole, Licensee shall make application for and have received a license therefor in the form of APPENDIX III, Forms A-1 & A-2.
- (B) Licensee agrees to limit the filing of applications for pole attachment licenses to include not more than 200 poles on any one application and 2000 poles on all applications which are pending approval by Licensor at any one time. Such limitations will apply to Licensor's poles located within a single plant construction district of Licensor. Licensee further agrees to designate a desired priority of completion of the field survey and make-ready work for each application relative to all other of its applications on file with Licensor at the same time.

ARTICLE VIII

POLE MAKE-READY WORK

- (A) A field survey will be required for each pole for which attachment is requested to determine the adequacy of the pole to accommodate Licensee's attachments. The field survey will be performed jointly by representatives of Licensor, joint owner and/or joint user and Licensee.
- (B) Licensor reserves the right to refuse to grant a license for attachment to a pole when Licensor determines that the communications space on such pole is required for its exclusive use and that the pole may not reasonably be rearranged or replaced to accommodate Licensee's attachments.

- (C) In the event Licensor determines that a pole to which Licensee desires to make attachments is inadequate or otherwise needs rearrangement of the existing facilities thereon to accommodate the attachments of Licensee in accordance with the specifications set forth in Article V, Licensor will indicate on the Authorization for Pole Make-Ready Work (Appendix III, Forms A-1 & A-2) the estimated cost of the required make-ready work and return it to Licensee.
- (D) Any required make-ready work will be performed following receipt by Licensor of completed Forms A-1 & A-2. Licensee shall pay Licensor for all make-ready work completed in accordance with the provisions of APPENDIX I, and shall also reimburse the owner(s) of other facilities attached to said poles for any expense incurred by it or them in transferring or rearranging such facilities to accommodate Licensee's pole attachments. Licensee shall not be entitled to reimbursement of any amounts paid to Licensor for pole replacements or for rearrangement of attachments on Licensor's poles by reason of the use by the Licensor or other authorized user(s) of any additional space resulting from such replacement or rearrangement.
- (E) Should Licensor, or another party with whom it has a joint ownership/use Agreement, for its own service requirements, need to attach additional facilities to any of Licensor's poles, to which Licensee is attached, Licensee will either rearrange its attachments on the pole or transfer them to a replacement pole as determined by Licensor so that the additional facilities of Licensor or joint user may be attached. The rearrangement or transfer of Licensee's attachments will be made at Licensee's sole expense. If Licensee does not rearrange or transfer its attachments within fifteen (15) days after receipt of written notice from Licensor requesting such rearrangement or transfer, Licensor or joint user may perform or have performed such rearrangement or transfer and Licensee agrees to pay the costs thereof.
- (F) Licensor may, when it deems an emergency to exist, rearrange, transfer or remove Licensee's attachments to Licensor's poles, at Licensee's expense, and without any liability on the part of the Licensor for damage or injury to Licensee's attachments.
- (G) License applications received by Licensor from two or more Licensees for attachment accommodations on the same pole, prior to the commencement of any field survey or make-ready work required to accommodate any Licensee, will be processed by Licensor in accordance with the procedures detailed in Appendix II attached hereto.

- (H) In performing all make-ready work to accommodate Licensee's attachments, Licensors will endeavor to schedule such work within normal working hours and days with the timing of such work to be scheduled in the light of availability of its manpower to perform both make-ready work, work required for the operation and maintenance of Licensors' facilities, and any other work involving the employees of Licensors. The pricing of make-ready work as set forth on Appendix III, Form D, (used by Telephone Company only), and the estimate on Appendix III Form A-1 (Electric Company) is based upon the performance of make-ready work within normal working hours and in the event that at the request of Licensee any of such make-ready work is performed outside of normal working hours, the prices set forth on said Forms A-1 and D shall be adjusted to reflect the added costs to Licensors of performing make-ready outside of normal working hours.
- (I) Any and all changes in existing facilities including additional guying necessary by reason of proposed attachments at the time of attachment or thereafter shall be performed by the Licensors at the sole cost and expense of the Licensee. Should such changes require additional property rights, such rights shall be obtained by the Licensee for the Licensors in a form and manner suitable to the Licensors.

ARTICLE IX

CONSTRUCTION, MAINTENANCE AND REMOVAL OF ATTACHMENTS

- (A) Licensee shall, at its own expense, construct and maintain its attachments on Licensors' poles in accordance with the specifications of Article V (A) and shall keep them in a safe condition, clear of trees, and in thorough repair and in such manner so as not to conflict with the use of Licensors' poles by Licensors or by other authorized users of Licensors' poles nor electrically interfere with Licensors' facilities attached thereon.
- (B) Licensors shall specify the point of attachment on each of Licensors' poles to be occupied by Licensee's attachments. Where multiple Licensees' attachments are involved, Licensors will attempt to the extent practical, to designate the same relative position on each pole for each Licensee's attachments.
- (C) Licensee shall obtain specific written authorization from Licensors before relocation or replacing its attachments on Licensors' poles.
- (D) All tree trimming made necessary in order to provide adequate tree clearance for the Licensors property by reason of the Licensee's proposed attachments in the opinion of the Licensors at the time of attachment or thereafter shall be performed by the Licensors or their contractors at the sole cost and expense of the Licensee. The Licensee shall be responsible for obtaining any required permissions for such tree trimming and provide evidence thereof to the Licensors.
- (E) Licensee, at its expense, will remove its attachments from any of Licensors' poles within fifteen (15) days after termination of the license covering such attachments. If Licensee fails to remove its attachments within such fifteen (15) day period, Licensors shall have the right to remove such attachments at Licensee's expense and without any liability on the part of the Licensors for damage or injury to Licensee's attachments.

ARTICLE X

TERMINATION OF LICENSE

- (A) Any license, issued under this Agreement shall automatically terminate when Licensee ceases to have authority to construct, operate and/or maintain its attachments on the public or private property at the location of the particular pole covered by the license and Licensee shall forthwith remove its attachments.
- (B) Licensee may at any time remove its attachments from a pole after first giving Licensor written notice of such removal (APPENDIX III, Form C). Following such removal, no attachment shall again be made to such pole until Licensee shall have first complied with all of the provisions of this Agreement as though no such attachment had previously been made.

ARTICLE XI

INSPECTIONS OF LICENSEE'S ATTACHMENTS

- (A) Licensor reserves the right to make periodic inspections of any part of Licensee's attachments, including guying, attached to Licensor's poles, and Licensee shall reimburse Licensor for the expense of such inspections.
- (B) The frequency and extent of such inspections by Licensor will depend upon Licensee's adherence to the requirements of Articles V and VII herein.
- (C) Licensor will give Licensee advance written notice of such inspections, except in those instances where, in the sole judgment of Licensor, safety considerations justify the need for such an inspection without the delay of waiting until a written notice has been forwarded to the Licensee. This notice requirement shall not be construed to include a written notice requirement prior to the Licensors inspecting their own property or any attachments to it and any violations of the Agreement found in the process of such unnoticed inspections will be dealt with as provided for in this Agreement.

- (D) The making of periodic inspections or the failure to do so shall not relieve Licensee of any responsibility, obligation or liability assumed under this Agreement.
- (E) Any charge imposed by Licensor for such inspections shall be in addition to any other sums due and payable by Licensee under this Agreement. No act or failure to act by Licensor with regard to said charge or any unlicensed use by Licensee shall be deemed as a ratification or the licensing of the unlicensed use; and if any license should subsequently be issued, said license shall not operate retroactively or constitute a waiver by Licensor of any of its rights or privileges under this Agreement or otherwise.

ARTICLE XII

UNAUTHORIZED ATTACHMENTS

- (A) If any of Licensee's attachments shall be found attached to Licensor's poles for which no license is outstanding, Licensor, without prejudice to its other rights or remedies under this Agreement (including termination) or otherwise, may impose a charge and require Licensee to submit in writing, within fifteen (15) days after receipt of written notification from Licensor of the unauthorized attachment, a pole attachment application. If such application is not received by the Licensor within the specified time period, Licensee shall remove its unauthorized attachment within fifteen (15) days of the final date for submitting the required application, or Licensor may remove Licensee's facilities without liability, and the expense of such removal shall be borne by Licensee.
- (B) The Telephone Company, for the purpose of determining the applicable charge, absent satisfactory evidence to the contrary, the unauthorized pole attachment shall be deemed as having existed for a period of two (2) years prior to its discovery or since the date of this Agreement, whichever is longer and the fees and charges as specified in APPENDIX I, shall be applicable thereto and due and payable forthwith whether or not Licensee is permitted to continue the pole attachment.
- (C) The Electric Company, for the purpose of determining the applicable charge for an unauthorized pole attachment, shall consider the unauthorized pole attachment as having existed three years, and the fees and charges as specified in Appendix I (A) 3, which include the return for use of Licensor's funds and an administration fee shall be applicable thereto and due and payable forthwith whether or not Licensee is permitted to continue pole attachment. Following issuance of a license pursuant to Article VII for previous unauthorized pole attachments, such pole attachments will become subject to the annual attachment fee as specified in Appendix I (A) 2.

ARTICLE XIII

LIABILITY AND DAMAGES

- (A) Licenser acknowledges that signals in its cable or damage to its facilities may respectively from time to time be interfered with or caused by or due to electrical energy on the lines of the Electric Company and Licensee accepts the risk thereof and shall have no claim for damages on account of any such interference or damage however caused. Licenser reserves to itself, its successors and assigns the right to locate and maintain its poles, wires and associated facilities and to operate them in such manner as will best enable it to fulfill its own service requirements and, except as provided above, shall be liable for interference with Licensee's signals or service to its customers or damage to Licensee's facilities only as caused by Licenser's sole negligence.
- (B) Licensee shall exercise precaution to avoid damaging the facilities of Licenser and of others attached to Licenser's poles, and Licensee assumes all responsibility for any and all loss from such damage caused by Licensee's employees, agents or contractors. Licensee shall make an immediate report to Licenser and any other user of the occurrence of any such damage and agrees to reimburse the respective parties for all costs incurred in making repairs.
- (C) Except as may be caused by the sole negligence of Licenser, or either of them, Licensee shall defend, indemnify and save harmless Licenser, or either of them, against and from any and all liabilities, claims, suits, fines, penalties, damages, losses, fees, costs and expenses (including reasonable Attorneys' fees) including, but not limited to, those which may be imposed upon, incurred by or asserted against Licenser, or either of them by reason of (a) any work or thing done upon the poles licensed hereunder or any part thereof performed by Licensee or any of its agent, contractors, servants, or employees; (b) any use, occupation, condition, operation of said poles or any part thereof by Licensee or any of its agents, contractors, servants or employees; (c) any act or omission on the part of Licensee or any of its agents, contractors, servants, or employees, for which Licenser may be found liable; (d) any accident, injury (including death) or damage to any person or property occurring upon said poles or any part thereof arising out of any use thereof by Licensee or any of its agents, contractors, servants or employees; (e) any failure on the part of Licensee to perform or comply with any of the covenants, agreements, terms or conditions contained in this Agreement, (f) payments made under any Workers' Compensation Law or under any plan for employees disability and death benefits arising out of any use thereof by Licensee or any of its agents, contractors, servants or employees or by (g) the erection, maintenance, presence, use, occupancy or removal of Licensee's attachments by Licensee or any of its agents, contractors, servants or employees or by their proximity to the facilities of other parties attached to Licenser's poles.
- (D) Licensee shall indemnify, save harmless and defend Licenser from any and all claims and demands of whatever kind which arise directly or indirectly from the operation of Licensee's attachments, including taxes, special charges by others, claims and demands for damages or loss for infringement of copyright, for libel and slander, for unauthorized use of other program material, and from and against all claims and demands for infringement of patents with respect to the manufacture, use and operation of Licensee's attachments in combination

The provisions of this Article shall survive the expiration or earlier termination of this Agreement or any license issued hereunder.

ARTICLE XIV

INSURANCE

- (A) Licensee shall carry insurance issued by an insurance carrier satisfactory to Licensors to protect the parties hereto from and against any and all claims, demands, actions, judgments, costs, expenses and liabilities of every kind and nature which may arise or result, directly or indirectly from or by reason of such loss, injury or damage as covered in Article XIII preceding.
- (B) The amounts of such insurance, without deductible:
 - (1) against liability due to damage to property shall not be less than \$1,000,000.00 as to any one occurrence and \$1,000,000.00 aggregate, and
 - (2) against liability due to injury to or death of persons shall be not less than \$3,000,000.00 as to any one person and \$3,000,000.00 as to any one occurrence.
- (C) Licensee shall also carry such insurance as will protect it from all claims under any Worker's Compensation Law in effect that may be applicable to it.
- (D) All insurance must be effective before Licensors will authorize Licensee to make attachments to any pole and shall remain in force until such attachments have been removed from all such poles.
- (E) Licensee shall submit to Licensors certificates of insurance, including renewals thereof, shown as Form E of Appendix III hereto annexed, by each company insuring Licensee to the effect that it has insured Licensee for all liabilities of Licensee covered by this Agreement; and that such certificates will name the Licensors as an additional insured under the public liability policy and that it will not cancel or change any such policy of insurance issued to Licensee except after the giving of not less than thirty (30) days written notice to Licensors.

ARTICLE XV

AUTHORIZATION NOT EXCLUSIVE

Nothing herein contained shall be construed as a grant of any exclusive authorization, right or privilege to Licensee. Licensors shall have the right to grant, renew and extend rights and privileges to others not parties to this Agreement, by contract or otherwise, to use any pole covered by this Agreement.

ARTICLE XVI

ASSIGNMENT OF RIGHTS

- (A) Licensee shall not assign or transfer this Agreement or any authorization granted hereunder, and this agreement shall not inure to the benefit of Licensee's successors, without the prior written consent of Licensors.
- (B) In the event such consent or consents are granted by Licensors, then this Agreement shall extend to and bind the successors and assigns of the parties hereto.
- (C) Pole space licensed to Licensee hereunder is for Licensee's use only, and Licensee shall not lease, sublicense, share with, convey or resell to others any such space or rights granted hereunder.

ARTICLE XVII

FAILURE TO ENFORCE

Failure of Licensors to enforce or insist upon compliance with any of the terms or conditions of this Agreement or to give notice or declare this Agreement or any authorization granted hereunder terminated shall not constitute a general waiver or relinquishment of any term or condition of this Agreement, but the same shall be and remain at all times in full force and effect.

ARTICLE XVIII

TERMINATION OF AGREEMENT

- (A) If Licensee shall fail to comply with any of the terms or conditions of this Agreement or default in any of its obligations under this Agreement, or if Licensee's facilities are maintained or used in violation of any law and Licensee shall fail within thirty (30) days after written notice from Licensors to correct such default or noncompliance, Licensors may at its option forthwith terminate this Agreement and all authorizations granted hereunder, or the authorizations covering the poles as to which such default or noncompliance shall have occurred.
- (B) If an insurance carrier shall at any time notify Licensors that the policy or policies of insurance, required under ARTICLE XIV hereof, will be cancelled or changed so that the requirements of ARTICLE XIV will no longer be satisfied, then this Agreement terminates unless prior to the effective date thereof Licensee shall furnish to Licensors certificates of insurance including insurance coverage in accordance with the provisions of ARTICLE XIV hereof.

- (C) In the event of termination of this Agreement Licensee shall remove its attachments from Licensor's poles within six (6) months from the date of termination; provided, however, that the Licensee shall be liable for and pay all fees pursuant to the terms of this Agreement to Licensor until Licensee's attachments are removed from Licensor's poles.
- (D) If Licensee does not remove its attachments from Licensor's poles within the applicable time periods specified in this Agreement, Licensor shall have the right to remove them at the expense of Licensee and without any liability on the part of Licensor to Licensee therefor; and Licensee shall be liable for and pay all fees pursuant to the terms of this Agreement to Licensor until such attachments are removed.

ARTICLE XIX

TERM OF AGREEMENT

- (A) This Agreement shall remain in effect for a term of five (5) years from the date hereof.
- (B) Termination of this Agreement or any licenses issued hereunder shall not affect Licensee's liabilities and obligations incurred hereunder prior to the effective date of such termination.

ARTICLE XX

NOTICES

All written notices required under this Agreement shall be given by posting the same in first class mail as follows:

To Licensors: Concord Electric Company
P.O. Box 1338
Concord, New Hampshire 03302-1338

To Licensors: Chichester Telephone Company
Route 4
Chichester, New Hampshire 03263

To Licensee: Continental Cablevision of New England, Inc.
Portsmouth Circle Business Center
P.O. Box 307
Portsmouth, New Hampshire 03801

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in triplicate as of the day and year first above written.

CONCORD ELECTRIC COMPANY

By *Michael J. Roberts, President*

Date *7/5/90*

CHICHESTER TELEPHONE COMPANY

By *Robert J. Collins, President*
(TITLE)

Date *6-22-90*

CONTINENTAL CABLEVISION OF NEW ENGLAND, INC.

By *V. W. [Signature]* VP/Dist. Mgr.
(Title)

Date *7/24/90*

Schedule of Fees and Charges
POLE ATTACHMENTS

(A) Attachments

1. General

The licensee shall pay the Licensor as rental for use of each and every pole covered by this Agreement, any portion of which is occupied or reserved at the Licensee's request for its attachment during a calendar year or any portion thereof, an attachment fee as herein specified. Such fee shall be payable to the respective Licensor as detailed below:

2. Annual Attachment Fee

Electric Company:

The Licensee shall pay to Unitil Energy Systems, Inc. - Capital Distribution Operations Center, as rental for the use of each and every pole covered by this Agreement, any portion of which is occupied or reserved at the Licensee's request for its attachments, and Annual Attachment Fee for each attachment for each calendar year or any portion thereof. Such fees shall be payable annually on December 1st of each year for each pole occupied or reserved at any time during any calendar year while this Agreement is in effect. For poles jointly owned or occupied by the Telephone Company and Unitil Energy Systems, Inc. - Capital Distribution Operations Center, fees shall be paid as herein provided with a portion paid to each Company in accordance with the agreed upon rate.

* \$ 13.90 per solely owned Unitil Energy Systems, Inc. - Capital Distribution Operations Center pole.

* \$ 3.62 per attachment per jointly owned or used Telephone Company and Electric Company pole.

3. Unauthorized Attachment Fee

For each pole on which the Licensee has made an unauthorized attachment, payment shall be made by the Licensee to Licensor as follows:

Solely owned pole* \$74.03

Jointly owned pole* \$19.28

(B) Other Charges

Computation

All charges for field survey, inspections, removal of Licensee's facilities from Licensor's poles and any other work performed for Licensee shall be based upon the full cost and expense to Licensor of such work or for having such work performed by an authorized representative plus, unless waived by Licensor or either of them, an amount equal to ten (10%) percent of Licensor's full cost.

(C) Cost of Facility Modifications or Additions

1. Modifications or Additions Benefiting Only Licensee

After Licensee's initial attachment, if a modification benefits Licensee in that it there- by adds to, adjusts or modifies its attachments, Licensee shall be obligated to assume any costs associated with the modification to Licensor's facilities.

2. Modification or Addition Benefiting Multiple Parties

After Licensee's initial attachment, if a modification or addition benefits multiple parties, including Licensee, by allowing the parties to obtain access to the facility or add to, adjust or modify existing attachments, Licensee shall pay a proportionate share of all costs associated with the modification.

- A. Each party's proportionate share of the total cost shall be based on the ratio of the amount of new space occupied by a party to the total amount of new space occupied by all of the parties joining in the modification.

3. Modifications or Additions Initiated or Requested by Licensee

After Licensee's initial attachments, if Licensee seeks to add to, adjust or modify its attachment in any way, any costs associated with modifying a facility shall be borne by the Licensee.

- A. Licensee shall reimburse Licensor on an actual cost basis for any labor or administrative costs incident to providing maps, plats and other data in response to inquiries regarding access.
- B. In the event that a modification or addition by Licensee results in excess capacity that permits additional parties to attach, Licensee may request such parties to reimburse Licensee for costs of the modification to the extent allowed by law.

- C. In the event that a modification or addition by Licensee results in excess capacity that permits additional parties to attach, Licensor shall not be required to maintain any records regarding the modification or to otherwise facilitate any collection of reimbursement for Licensee from attaching parties.
- D. In the event that a modification or addition by Licensee results in excess capacity that permits additional parties to attach, Licensor shall not be required to apply any after-earned revenues from excess capacity to reimburse Licensee.

(D) Payment Date and Interest Charges

Failure to pay all fees and charges within thirty (30) days after presentment of the bill therefore or on the specified payment date, whichever is later, shall constitute a default of this Agreement.

Interest – Electric Company

Unitil Energy Systems, Inc. - Capital Distribution Operations Center will include an interest charge of one and one-half percent (1 ½%) per month (equivalent to an eighteen percent (18%) annual rate) on all charges outstanding beyond thirty (30) days after the payment date as defined above. The payment of any such interest charge shall not cure or excuse any default by Licensee under this agreement. Licensor, at its sole discretion, may change this late fee from time to time during the term of this Agreement to reflect prevailing market conditions.

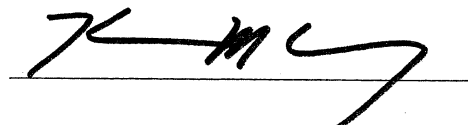
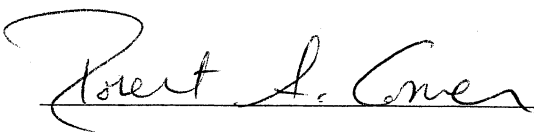
(E) Fee Revisions - Electric Company*

The Annual Attachment Fee(s) set forth in (A) 2 and the Unauthorized Attachment Fee(s) set forth in (A) 3 payable to Unitil Energy Systems, Inc. - Capital Distribution Operations Center shall be computed in accordance with the formulas attached hereto as Exhibit A and Exhibit B, respectively. The fees will be calculated annually, based on data for the preceding calendar year.

*The new rates on this Thirteenth Revised Appendix I become effective January 1, 2004, and amends the Twelfth Revised Appendix I of the License Agreement.

UNITIL ENERGY SYSTEMS, INC.
Capital Distribution Operations Center

COMCAST OF
MAINE/NEW HAMPSHIRE, INC.



UNITIL ENERGY SYSTEMS, INC. - CAPITAL DISTRIBUTION OPERATIONS CENTER
CALCULATION OF ANNUAL POLE RENTAL FEES
FOR LICENSEE ATTACHMENTS

1. Net Investment in Bare Poles. Net investment in bare poles for solely and jointly owned poles may be expressed as gross pole investment minus depreciation reserve minus accumulated deferred income taxes. Gross pole investment is the appropriate portion of A/C 364 represented by poles, anchors, stubs, and pushbraces based on the Company's Pole Accountability Reporting (A/C 364). The percentage of gross pole investment to the total of A/C 364 has been allocated to the depreciation reserve for A/C 364. The percentage of gross pole investment less depreciation reserve to gross plant investment less depreciation reserve has been allocated to the total accumulated deferred income tax.

Gross Pole - Depreciation Reserve - Accumulated Deferred = Net Investment in Bare Pole
Investment Income Taxes

Sole Investment: \$2,056,813 - \$733,100 - \$243,317 = \$1,080,396

Joint Investment: \$3,861,424 - \$1,376,309 - \$456,798 = \$2,028,316

2. Net Investment Per Bare Pole. Net investment per bare pole for solely and jointly owned poles may be expressed as the quotient of net investment in bare poles divided by the number of poles.

Net Investment in Bare Poles = Net Investment Per Bare Pole
Number of Poles

Sole Investment: $\frac{\$1,080,396}{2,751} = \392.73

Joint Investment: $\frac{\$2,028,316}{19,846} = \102.20

3. Carrying Charge. The carrying charge consists of maintenance expense, depreciation, administrative expense, property taxes, cost of capital, and federal income taxes.

a. Maintenance Expense. Maintenance expense for poles may be expressed as a percentage of net investment by dividing the sum of overhead lines (A/C 593) and overhead lines expense (A/C 583) by the net investment in pole (A/C 364), in overhead conductors (A/C 365), and in services (A/C 369). Net pole investment is gross pole investment less depreciation reserve less accumulated deferred income taxes. Net conductor and services investment is gross investment in conductors and services less depreciation less accumulated deferred income taxes. The percentage of gross investment in Accounts 364, 365, 369 less depreciation to gross plant investment less depreciation reserve has been allocated to total accumulated deferred income tax.

Overhead Lines + Overhead Lines Expense = Maintenance Expense (expressed as a
 (Gross Pole - Depreciation- Accumulated Deferred) percentage of net pole investment)
 (Investment Reserve Income Taxes)
 +
 (Gross Conductor - Depreciation - Accumulated Deferred)
 (Investment Reserve Income Taxes)
 +
 (Gross Services - Depreciation - Accumulated Deferred)
 (Investment Reserve Income Taxes)

$$\begin{aligned}
 &\frac{\$640,107 + \$57,485}{(\$5,918,237 - \$2,109,410 - \$700,115)} = 6.29\% \\
 &+ (\$11,433,228 - \$3,936,157 - \$1,378,065) \\
 &+ (\$4,415,947 - \$2,132,632 - \$419,705)
 \end{aligned}$$

b. Depreciation. The depreciation rate may be adjusted for application to net by multiplying by the ratio of gross to net pole investment.

Distribution Plant A/C 364 Depreciation Expense = Depreciation Rate
 Average Gross Depreciable Distribution Plant A/C 364

$$\frac{\$357,381}{\$8,103,872} = 4.410\%$$

Depreciation Rate for x Gross Pole Investment = Depreciation
 Gross Pole Investment Net Pole Investment (expressed as a percentage
 of net pole investment)

$$4.410\% \times \frac{\$5,918,237}{(\$5,918,237 - \$2,109,410 - \$700,115)} = 8.40\%$$

c. Administrative Expense. The administrative expense may be expressed as a percentage of net plant investment by dividing the total administrative and general expense by the net plant investment. Net plant investment equals gross plant investment less depreciation reserve less accumulated deferred income taxes.

Administrative and General Expense = Administrative Expense
 (Gross Plant - Plant Depreciation - Accumulated Deferred) (expressed as a percentage
 (Investment Reserve Income Taxes of net plant investment)

$$\frac{\$4,028,092}{(\$60,411,513 - \$19,879,601 - \$7,450,325)} = 12.18\%$$

d. Property Taxes. Property Tax expense may be expressed as a percentage of net plant by dividing taxes other than income (A/C 408) by net plant investment.

$$\frac{\text{Taxes Other Than Income}}{(\text{Gross Plant} - \text{Depreciation} - \text{Accumulated Deferred})} = \text{Taxes (expressed as a percentage of net investment)}$$

(Investment Reserve Income Taxes)

$$\frac{\$1,284,270}{(\$60,411,513 - \$19,879,601 - \$7,450,325)} = 3.88\%$$

e. Cost of Capital. Cost of Capital (return on equity and interest on debt) shall be the most recent authorized rate of return.

8.59%

f. Income Taxes. The income tax rate may be expressed as the product of return on equity and the ratio of the federal income tax rate to one minus the federal income tax rate. The return on equity shall be the most recent authorized rate.

$$\text{Return on Equity} * \frac{\text{Federal Income Tax Rate}}{(1 - \text{Federal Income Tax Rate})}$$

$$4.19\% * \frac{.34}{(1 - .34)} = 2.16\%$$

g. Total Carrying Charge. Adding the various percentage components, the appropriate carrying charge is:

Maintenance Expense	6.29%
Depreciation	8.40%
Administrative Expense	12.18%
Property Taxes	3.88%
Cost of Capital	8.59%
Federal Income Taxes	<u>2.16%</u>
TOTAL CARRYING CHARGE	41.49%

4. Use Ratio. The use ratio may be expressed as the quotient of the space occupied per pole by cable and the average usable space per pole. The average usable space per pole of 11.72 feet was determined in Continental Cablevision of New Hampshire, Inc. v. Unitil Energy Systems, Inc. - Capital Distribution Operations Center, Mimeo No. 5536 (released July 3, 1985). (Exhibit A-1)

$$\frac{\text{Space Per Pole Occupied by CATV}}{\text{Average Usable Space Per Pole}} = \text{Use Ratio}$$

$$\frac{1 \text{ Foot}}{11.72} = 8.53\%$$

5. Calculated Rate per Sole Owned Pole. The calculated rate is the product of net investment per bare pole times carrying charge times use ratio.

Net Investment Per Bare Pole
x Carrying Charge
x Use Ratio
= Calculated Rate

\$392.73
x 41.49%
x 8.53%
= \$13.90

6. Calculated Rate Per Joint Owned Pole. The calculated rate is the product of net investment per bare pole times carrying charge times use ratio.

Net Investment Per Bare Pole
x Carrying Charge
x Use Ratio
= Calculated Rate

\$102.20
x 41.49%
x 8.53%
= \$3.62

**UNITIL ENERGY SYSTEMS, INC. - CAPITAL DISTRIBUTION OPERATIONS CENTER
CALCULATION OF AVERAGE USABLE SPACE
PER POLE**

The average usable space is calculated by multiplying the number of poles of a given height (actual survey count) by the usable space per pole and dividing the total footage by the total number of poles, as follows:

<u>Pole Height</u>	<u>Number of Poles</u>		<u>Usable Space Per Pole</u>		<u>Total Usable Space</u>
25 Feet	28	X	4 Feet	=	112
30 "	728	X	6 "	=	4,368
35 "	3,682	X	11 "	=	40,502
40 "	1,449	X	16 "	=	23,184
45 "	144	X	16 "	=	2,304
50 "	14	X	16 "	=	224
55 "	6	X	21 "	=	126
60 "	4	X	26 "	=	104
65 "	<u>2</u>	X	31 "	=	<u>62</u>
Totals	6,057 Poles				70,986 Feet

Average Usable space per pole = $\frac{\text{total usable space}}{\text{total number of poles with attachments}}$

Average Usable space per pole = $\frac{70,986}{6,057}$ = 11.72 feet

**UNITIL ENERGY SYSTEMS, INC. - CAPITAL DISTRIBUTION OPERATIONS CENTER
PROCEDURE FOR CALCULATION OF
UNAUTHORIZED ATTACHMENT FEES**

Calculation of the Unauthorized Attachment Fee:

The unauthorized attachment per pole fee to be paid to Unitil Energy Systems, Inc. - Capital Distribution Operations Center by the Licensee for unauthorized attachment to Unitil Energy Systems, Inc. - Capital Distribution Operations Center's pole plant will be calculated for the two categories of pole ownership; sole and joint. The fees will be calculated annually, based on data of the preceding calendar year. The fees are the product of (a) times (b) plus (c) where (a) equals the annual rental fee for the appropriate pole ownership category, (b) equals a three year rental compound factor and (c) equals an inspection and administration fee. The three year rental compound factor shall be determined by the following formula:

$$b = (1+d) + (1+d)^2 + (1+d)^3$$

wherein (d) equals the fixed charge Rate of Return herein.

The inspection and administration fee (c) shall be 50% of the product of (a) times (b).

Computations of the Unauthorized Attachment Fees in implementation of this Exhibit are shown on Exhibit B-1 attached hereto.

**UNITIL ENERGY SYSTEMS, INC. - CAPITAL DISTRIBUTION OPERATIONS CENTER
CALCULATION OF PER POLE
UNAUTHORIZED ATTACHMENT FEES**

Sole Owned Pole

$$(a) \text{ Annual Rate of Return Compound Factor} = \$13.90$$

$$(b) (1 + d) + (1 + d)^2 + (1 + d)^3 = \underline{3.55}$$

$$(a) \times (b) = \$49.35$$

Plus

$$(c) .50 (a \times b) = \underline{\$24.68}$$

$$\begin{array}{l} \text{Sole Owned Pole Unauthorized} \\ \text{Attachment Fee} \end{array} = \$74.03$$

Joint Owned Pole

$$(a') \text{ Annual Rental Fee} = \$3.62$$

$$\begin{array}{l} \text{Rate of Return Compound Factor} \\ (b') (1 + d) + (1 + d)^2 + (1 + d)^3 \end{array} = \underline{3.55}$$

$$(a') \times (b') = \$12.85$$

Plus

$$(c') .50 (a' \times b') = \underline{\$6.43}$$

$$\begin{array}{l} \text{Joint Owned Pole Unauthorized} \\ \text{Attachment Fee} \end{array} = \$19.28$$

MULTIPLE POLE ATTACHMENT LICENSE APPLICATIONS

Procedure for Processing
Multiple Pole Attachment License Applications

The following procedure shall be adhered to in processing applications to attach to Licensor's poles by multiple licensees.

A. DEFINITIONS

Simultaneous license applications

Properly completed pole license applications relative to the same pole which are received by the Licensor from multiple applicants on the same business day.

Non-Simultaneous license applications

Properly completed pole license applications relative to the same pole which are received by the Licensor from multiple applicants on different business days.

Initial applicant

The applicant filing the first properly completed license application (non-simultaneous) for attachment to a specific pole.

Additional applicant

Each applicant filing a properly completed license application (non-simultaneous) for attachment to a specific pole for which a prior license application has been received by the Licensor.

Make-ready work

The work required (including rearrangement and transfer of existing facilities on a pole, replacement of poles or any other changes) to accommodate the Licensee's attachments on Licensor's pole.

Option 1

An arrangement whereby Licensor will process the license application of initial applicant as if there is no other license application on file for the same pole.

Option 2

An arrangement whereby Licensor will process license applications of initial and additional applicant in accordance with the procedure applicable for simultaneous multiple license applications

B. MULTIPLE LICENSE APPLICATION PROCESSING

Both simultaneous and non-simultaneous multiple license applications for the same pole will be processed by the Licensor in accordance with the procedures set forth in the flow chart which comprises pages 5 to 7 inclusive, of this Appendix.

C. OPTION ARRANGEMENTS

1. Upon being offered Options 1 and 2, the initial applicant will be advised that he may make an immediate selection of the option he desires or he may delay his selection until the required make-ready survey work has been completed and the estimate of make-ready charges quoted by the Licensor. Where the initial applicant elects to delay his decision, he shall be required to indicate the option he desires within 15 days after the Licensor has quoted the estimate of the make-ready charges that will apply, otherwise, the Licensor will deem the initial applicant to have selected Option 1.
2. The license application processing procedure to be adhered to in accordance with Option 2 will be subject to acceptance by all of the multiple applicants involved. The additional applicant(s) will have 15 days from the date he is advised by the Licensor that the initial applicant has selected Option 2 to accept or reject the conditions applicable under Option 2, otherwise, the Licensor will deem the additional applicants(s) to have rejected such conditions.
3. All work in progress on the initial applicant's license application involving multiple pole attachments will be suspended by the Licensor from the time that the initial applicant is offered Options 1 and 2 until he notifies the Licensor of the option he elects in accordance with C.1 above.

D. MAKE-READY SURVEY REQUIREMENT

1. Where required make-ready survey is to be completed on two bases, the multiple applicants shall be so advised before such survey is commenced.
2. The make-ready survey required to develop the estimated charges applicable for Options 1 and 2 will include a determination of the work requirements necessary to:
 - a. issue licenses simultaneously to the multiple applicants and,
 - b. issue licenses to the initial applicant before commencing the required make-ready work necessary to accommodate the additional applicant(s).

APPENDIX II

3. Licensors will consider any license application involving simultaneous multiple attachments as cancelled upon the failure of an applicant to notify the Licensor in writing of his acceptance of the estimate of make-ready charges and accompany such acceptance with the advance payment within 15 days following his receipt of such estimate from the Licensor.
4. Licensor or his authorized representative will perform the make-ready survey in all situations involving simultaneous license applications.
5. Where an initial applicant has been authorized by Licensor to perform its own make-ready survey, and properly completed pole applications are received from an additional applicant(s), establishing a non-simultaneous license application situation, the conditions of Option 1 will automatically apply and the option arrangements, detailed in Section C of this Appendix, will not be applicable.

E. MAKE-READY WORK SCHEDULE

Any simultaneous multiple applicant who cannot agree with the alternative arrangement that provides for the Licensor to complete ALL make-ready work before simultaneously granting licenses to all multiple applicants will be deemed by the Licensor to have cancelled his application.

F. CHANGES IN APPENDIX

This Appendix may be changed in whole or in part at any time during the term of this Agreement at the sole option of the Licensor upon the giving of not less than 30 days written notice thereof to the Licensee(s) and to substitute in place thereof such other provisions as the Licensor may deem necessary as relative to multiple attachments to poles of the Licensor.

PROCEDURE FOR PROCESSING
MULTIPLE POLE ATTACHMENT LICENSE APPLICATIONS

WHERE NO MAKE-READY SURVEY EXPENSE HAS BEEN INCURRED BY LICENSOR	MAKE-READY SURVEY REQUIREMENT TO BE DONE ON TWO BASES TO DETERMINE ACCOMMODA- TION REQUIREMENTS FOR: 1. attachment by single licensee 2. attachment by multiple licensees	MAKE-READY SURVEY COST ALLOCATION TOTAL COST TO BE SHARED EQUALLY BY MULTIPLE APPLICANTS.	MAKE-READY WORK SCHEDULE MULTIPLE APPLICANTS MUST DEVELOP MUTUALLY AGREEABLE: 1. order of pole availability and 2. overall completion schedule -WHERE MULTIPLE APPLICANTS CAN- NOT AGREE WITHIN 15 DAYS FROM RECEIPT OF ESTIMATE FROM LICENSOR, LICENSOR WILL OFFER AS AN ALTERNATIVE, TO COMPLETE ALL MAKE-READY WORK INVOLVED BEFORE SIMULTANEOUSLY GRANTING LICENSES TO MULTIPLE APPLICANTS.	MAKE-READY COST ALLOCATIONS TOTAL COST SHARED EQUALLY BY MULTIPLE APPLICANTS. - IF ONLY ONE APPLICANT AGREES TO ESTIMATED SHARED PORTION OF TOTAL COST, THAT APPLI- CANT WILL BE QUOTED THE COST APPLICABLE TO ACCOMMO- DATE A SINGLE LICENSEE (SEE 1. UNDER MAKE-READY SURVEY REQUIREMENT)
SIMULTANEOUS APPLICA- TIONS				
NON-SIMULTANEOUS APPLICATIONS ONS AVAILABLE INITIAL LICENSOR OPTION 1 LICENSOR WILL PROCESS AS TO MULTIPLE LICENSE APPLICATION EXIST.)	TO BE DONE ON TWO BASIS TO DETERMINE ACCOMMODA- TION REQUIREMENTS FOR: 1. attachment by single licensee 2. attachment by multiple licensees (a) simultaneously (b) non-simultaneously	↑ TOTAL COST TO BE SHARED EQUALLY BY MULTIPLE APPLICANTS	INITIAL APPLICANT LICENSOR WILL TREAT AS A NON- MULTIPLE APPLICANT. - ANY CHANGE OF PRIORITY OF POLE AVAILABILITY OR OVERALL COMPLETION SCHEDULE THAT IS DESIRED AFTER EITHER HAS BEEN INITIALLY AGREED UPON WITH THE LICENSOR IS SUBJECT TO LICENSOR'S ABILITY TO ACCOMMO- DATE IN ITS ESTABLISHED WORK SCHEDULE. ADDITIONAL APPLICANT REQUIRED MAKE-READY WORK WILL NOT BE PERFORMED UNTIL LICENSES HAVE BEEN GRANTED TO INITIAL APPLICANT UNLESS THE PERFORMANCE OF SUCH WORK WILL NOT DELAY THE COMPLETION OF THE MAKE-READY WORK REQUIRED TO ACCOM- MODATE THE INITIAL APPLICANT.	INITIAL APPLICANT IS CHARGED THE COST ATTRIBU- TABLE TO THE WORK INVOLVED TO ACCOMMODATE ATTACHMENT BY ONE LICENSEE. ADDITIONAL APPLICANT IS CHARGED THE COST ATTRIBU- TABLE TO THE WORK INVOLVED TO ACCOMMODATE ATTACHMENT BY AN ADDITIONAL LICENSEE ON A POLE ALREADY ATTACHED BY INITIAL LICENSEE.
OPTION 2 LICENSOR WILL PROCESS SIMULTANEOUS LICENSE APPLICATIONS.)	↓		SAME AS I.A.	SAME AS I.A.

PROCEDURE FOR PROCESSING
MULTIPLE POLE ATTACHMENT LICENSE APPLICATIONS

WHERE PARTIAL MAKE-READY SURVEY EXPENSE HAS BEEN INCURRED BY LICENSOR	MAKE-READY SURVEY TO REQUIREMENT	MAKE-READY SURVEY COST ALLOCATION	MAKE READY WORK SCHEDULE	MAKE-READY COST ALLOCATIONS
<p>ONS AVAILABLE TO INITIAL ICANT</p> <p>OPTION 1 ENSOR WILL PROCESS AS IF ULTIPLE LICENSE APPLICA- S EXIST)</p>	<p>BALANCE OF REQUIRED SURVEY TO BE COMPLETED ON TWO BASES DETERMINE ACCOMMODATION RE- QUIREMENTS FOR:</p> <ol style="list-style-type: none"> 1. attachment by single licensee 2. attachment by multiple licensees (a) Simultaneously (b) non-simultaneously 	<p>INITIAL APPLICANT</p> <p>WILL BE CHARGED THE COST IN- CURRED FOR THAT PORTION OF THE SURVEY WHICH HAS ALREADY BEEN COMPLETED.</p> <p>ADDITIONAL APPLICANT</p> <p>WILL BE CHARGED THE COST IN- CURRED TO RESURVEY THE CON- PLETED PORTION OF THE SURVEY TO DETERMINE THE REQUIREMENTS TO ACCOMMODATE ATTACHMENT BY MULTIPLE LICENSEES.</p> <p>TOTAL COST OF THE BALANCE OF THE REQUIRED SURVEY WILL BE SHARED EQUALLY BY THE MULTIPLE APPLICANTS.</p>	<p>SAME AS I.B.</p>	<p>SAME AS I.B.</p>
<p>OPTION 2 ENSOR WILL PROCESS SIMULTANEOUS" LICENSE ICATIONS).</p>	<p>PORTION OF SURVEY ALREADY COMPLETED FOR INITIAL APPLI- CANT WILL BE RESURVEYED TO DETERMINE THE REQUIREMENTS TO ACCOMMODATE AN ADDITIONAL LICENSEE.</p>		<p>SAME AS I.A.</p>	<p>SAME AS I.A.</p>

PROCEDURE FOR PROCESSING
MULTIPLE POLE ATTACHMENT LICENSE APPLICATIONS

WHERE MAKE-READY SURVEY IS
COMPLETE BUT MAKE-READY
WORK HAS NOT PHYSICALLY
COMMENCED

OPTIONS AVAILABLE TO
INITIAL APPLICANT

OPTION 1

(LICENSOR WILL PROCESS AS
IF NO MULTIPLE LICENSE
APPLICATIONS EXIST)

OPTION 2

(LICENSOR WILL PROCESS AS
"SIMULTANEOUS" MULTIPLE
LICENSE APPLICATIONS)

MAKE-READY SURVEY
REQUIREMENT



RESURVEY REQUIRED TO DETERMINE
ACCOMMODATION REQUIREMENTS
FOR ATTACHMENT BY MULTIPLE
LICENSEES:

1. SIMULTANEOUSLY
2. NON-SIMULTANEOUSLY



MAKE-READY SURVEY
COST ALLOCATION



INITIAL APPLICANT

WILL BE CHARGED THE COST OF
THE SURVEY WHICH HAS ALREADY
BEEN COMPLETED.

ADDITIONAL APPLICANT

WILL BE CHARGED THE COST TO
RESURVEY TO DETERMINE THE RE-
QUIREMENTS FOR ACCOMMODATING
MULTIPLE LICENSEES.



MAKE-READY WORK SCHEDULE

SAME AS I.B.

MAKE-READY COST ALLOCATIONS

SAME AS I.B.

SAME AS I.A.

SAME AS I.A.

APPENDIX III

ADMINISTRATIVE FORMS AND NOTICES

Index of Administrative Forms

Application and Pole Attachment License	A-1 & A-2
Authorization for Field Survey Work	B
Notification of Surrender or Modification of Pole Attachment License by Licensee	C
Itemized Estimate of Pole Make-Ready Work and Charges (Used by Telephone Only)	D
Certificate of Insurance	E
Bond	F

EXPLANATION OF THE USE OF APPENDIX III
ADMINISTRATIVE FORMS

1. The Licensee will prepare five (5) copies of application and forward to local office of Power Company. The application number shall be assigned by the Licensee.
2. Power Company will contact Telephone Company engineering office to arrange for a joint field check of the application.
3. Power Company will complete data on application and forward four (4) copies to Telephone Company.
4. Telephone Company will complete data on application and forward three (3) copies to Licensee.
5. Licensee, if agreeable to terms of application, will approve and forward one (1) copy each to Power Company and Telephone Company, respectively; the application number shall then be used as the permit number.

If the charges for changes and rearrangements are not approved by Licensee, the copies should be returned canceling the application.

The above procedure will be followed in the processing of notification of discontinuance of the use of poles.

APPLICATION AND PERMIT FOR USE OF POLES

Application No. _____

To _____

19____

In accordance with the terms of Agreement dated _____ application
is hereby made for license to make attachments to the following poles owned
by _____ and located in
the City/Town/Village _____

(Diagram may be used to show location of poles, also describe type and
method of attachment.)

<u>Pole Numbers</u>	<u>Pole Locations</u>	<u>Space</u>	<u>Attachments</u>	<u>No. of</u>
<u>Tel. Elec.</u>	<u>(Street, etc.)</u>	<u>Desired</u>	<u>Initial Additional</u>	<u>Poles</u>

Service is desired not later than _____

By _____
Title _____
(Licensee)

License granted _____ 19____, subject to your submission of separate
advance payments to the Licensors to cover the estimated costs of changes
and rearrangements. The Telephone Company's estimated cost is \$_____,
and the Electric Company's estimated cost is \$_____.

License not granted because _____

CONCORD ELECTRIC COMPANY

CHICHESTER TELEPHONE COMPANY

By _____
Title _____
(Licensor)

By _____
Title _____
(Licensor)

Permit No. _____

You are hereby authorized to proceed with the above changes, rearrangements,
and other work. Advance payments are enclosed to cover the estimated cost
of such work.

By _____ Date _____
Title _____
(Licensee)

City/Town _____
Application # _____
Number of Poles _____
Page _____ of _____
Date _____

Application # _____
 Number of Poles _____
 Page _____ of _____
 Date _____

[illegible]

AUTHORIZATION FOR FIELD SURVEY WORK

(Licensee)

In accordance with Article IV, Paragraph (A)(1) of the License Agreement, following is a summary of the estimated charges which will apply to complete a field survey covering Pole Attachment License Application Number_____.

	<u>Hours</u>	<u>Rate/Hour</u>	<u>Total</u>
Field Survey	_____	_____	\$_____
Administrative Compensation_____%			_____
TOTAL			\$_____

If you wish us to complete the required field survey, please sign this copy below and return with an advance payment in the amount of \$

(Licensor)

By_____

Title_____

Address_____

Tel. No._____

Date_____

The required field survey covering License Application No._____ is authorized and the costs therefor will be paid to Licensor in accordance with Appendix I to License Agreement.

(Licensee)

By_____

Date_____

NOTIFICATION OF DISCONTINUANCE OF USE OF POLES

Notice No. _____

Date _____

To:

In accordance with the terms of Agreement dated _____ 19_____,
notice is hereby given that attachments to the following poles in the
City/Town/Village

covered by Permit Number _____ were removed on _____ 19____.

Street
Name

Pole
Number

(If pole No. is
not available)
Street Number

Total number of poles to be discontinued _____

Said permit is to be cancelled in its entirety/partially as above.

By _____

Title _____

(Licensee)

Use of poles has been discontinued as above.

CONCORD ELECTRIC COMPANY

CHICHESTER TELEPHONE COMPANY

By _____
(Title)

(Licensor)

By _____
(Title)

(Licensor)

EXPLANATION OF COLUMN

- (1) Designate pole number assigned by Company
- T - Telephone E - Electric (Circle Company that will be Licensor)
- (2) Name of Street, Road, Highway, Route, etcetera.
- (3) Work Operation Description, e.g., Lwr 2 Ca 1' Rse Rack 2'
Lwr Top Ca 1' Plc A & G
Lwr Ca & Term 18" Lwr Fire Alm 1'
Rpl Pole Rse Trnsf 1'
- (4) Indicate Company to perform work operation, e.g., T - Telephone P - Police
E - Electric M - Municipality
C - CATV O - Other Licensee
F - Fire
T/C - Option - Either Telephone or CATV
- (5) List Non-exempt Material Only
- (6) Indicate labor hours and costs required to perform work operations listed in (3).

CERTIFICATE OF INSURANCE

This is to certify that the _____ of
Insurance Company

_____ has issued policies of insurance, in amounts not less than that described below and identified by a policy number, to the insured named below; and that such policies name the Licensors referred to below as additional insured under the Public Liability Policy; and as additional insured under the Umbrella Excess Liability Policy listed below; and to certify that such policies are in full force and effect at this time. It is agreed that none of these policies will be cancelled or changed so as to affect this certificate until thirty (30) days after written notice of such cancellation or change has been delivered to Concord Electric Company, One McGuire Street, P.O. 1338, Concord, New Hampshire 03302-1338 and Chichester Telephone Company, Route 4, Chichester, New Hampshire 03263

1. Insured _____ (Licensors)
2. Address _____ Licensee)
3. Status of Insured: Corporation _____ Partnership _____ Individual _____
4. Location of Work Operations of Insured State of: _____
5. Description of Work Operations Pole Attachments and/or Conduit Occupancy

INSURANCE POLICIES IN FORCE

Form of Coverage	Policy Number	Policy Period
Workmen's Compensation		From To
Public Liability (Bodily Injury and Property Damage)		From To
Umbrella Excess Liability (Bodily Injury and Property Damage)		From To

LIMITS OF LIABILITYMINIMUM REQUIRED

Form of Coverage	Bodily Injury Statutory	Property Damage
Workmen's Compensation	\$	XXXXXX \$
Public Liability without deductibles	each person \$3,000,000 each accident \$3,000,000	each accident \$1,000,000 aggregate \$1,000,000
Umbrella Excess Liability (without deductibles)	each person \$ each accident \$	each accident \$ aggregate \$

Date _____

Insurance Company _____

Issued at _____

Authorized Representative (Signature) _____

(NAME OF INSURANCE COMPANY)

BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS, THAT
a corporation of the _____ located
at _____ hereinafter called the Principal),
as Principal and the _____, a
corporation organized under the laws of _____ and
authorized to do business in the State of _____ and
having its office at _____ (hereinafter called
the Surety), as Surety, are held firmly bound unto
the _____ Corporation, and
_____ corporation,
hereinafter referred to as Obligees, in the full and just sum
of _____ to the payment of which sum well and truly to be made,
the Principal and Surety bind themselves, and each of their successors
and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a written Agreement wherein the
Obligees have granted permission to the Principal to make attachment of
Cables together with the necessary Appurtenant Facilities including
attachments for service wires leading from poles to Principal's
customers, to certain poles of the Obligees, located in the City/Town
of _____.

WHEREAS, THE OBLIGEES are willing to permit such attachments to be made
subject to the terms and conditions of the aforesaid Agreement and
providing a bond is given by the Principal covering the true and
faithful performance of said Agreement, which Agreement is or may be
attached hereto for reference.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the
Principal shall well and truly perform and carry out the covenants,
terms and conditions of said agreement, then this obligation shall be
void; otherwise it shall remain in full force and effect.

The surety may cancel and terminate this Bond by giving thirty (30) days
written notice thereof by Registered Mail to the Obligees, in which event
the cancellation and termination shall be effected thirty (30) days
after said Obligees received such notice, but notwithstanding said
cancellation or said expiration date, this bond shall remain in full
force and effect as to attachments authorized under said agreement prior
to the effective date of cancellation or expiration date until all of
said attachments shall have been removed and as to any other obligations
or responsibilities accrued prior to said cancellation date or said
expiration date.

SIGNED, SEALED AND DATED this _____ day of _____, 19 ____.

(PRINCIPAL)

By _____

To the extent that this contract is subject to them, contractor shall comply with the applicable provisions of the following: Exec. Order No. 11246, Exec. Order No. 11625, Exec. Order No. 12138, Exec. Order No. 11701, Exec. Order No. 11758, Section 503 of the Rehabilitation Act of 1973 as amended by PL93-516, Vietnam Era Veteran's Readjustment Assistance Act of 1974 and the rules, regulations and relevant Orders of the Secretary of Labor pertaining to the Executive Orders and Statutes listed above.

Monetary amounts or contractual or purchasing relationships, together with the number of the contractors employees, determine which Executive Order provisions are applicable. For contracts valued at less than \$2,500, none of the clauses shall be considered a part of this contract. However, for contracts of or which aggregate to 2,500 or more annually, the following table describes the clauses which are included in the contract.

1. Inclusion of the "Equal Employment Opportunity" clause in all contracts and orders.
 2. Certification of non-segregated facilities.
 3. Certification that an Affirmative Action program has been developed and is being followed.
 4. Certification that an annual Employers Information Report (EEO-1 Standard Form 100) is being filed.
 5. Inclusion of the "Utilization of Minority And Women's Business Enterprises" clause in all contracts and orders.
 6. Inclusion of the "Minority and Women's Business Contracting Program" clause in all contracts and orders.
 7. Inclusion of the "Listing of Employment Openings" clause in all contracts and orders.
 8. Inclusion of the "Employment of the Handicapped" clause in all contracts and orders.
- | | | |
|--------------------------|---------------------|--------------------------|
| \$2,500 to \$5,000 | \$5,000 to \$10,000 | \$10,000 to \$50,000 |
| 8 | 8 | 1, 2, 5, 6, 7, 8 |
| \$50,000 to \$500,000 | | \$500,000 or more |
| 1, 2, 3*, 4*, 5, 6, 7, 8 | | 1, 2, 3*, 4*, 5, 6, 7, 8 |
- * Applies only for businesses with 50 or more employees.

Equal Employment Opportunity Provisions

In accordance with Executive Order 11246, dated September 24, 1965 and Part 60-1 of Title 41 of the codes of Federal Regulations (Public Contracts and Property Management, Office of Federal Contract Compliance, Obligations of Contractors and Subcontractors), as may be amended from time to time, the parties incorporate herein by this reference the regulations and contract clauses required by those provisions to be made a part of Government contracts and subcontracts.

Certification of Non-segregated Facilities

The contractor certifies that it does not and will not maintain any facilities it provides for its employees in a segregated manner, or permit its employees to perform their services at any location under its control, where segregated facilities are maintained; and that it will obtain a similar certification, prior to the award of any nonexempt subcontract.

Certification of Affirmative Action Program

The contractor affirms that it has developed and is maintaining an Affirmative Action Plan as required by Part 60-2 of Title 41 of the codes of Federal Regulation.

Certification of Filing Employers Information Reports

The contractor agrees to file annually on or before the 31st day of March complete and accurate reports on Standard Form 100 (EEO-1) or such forms as may be promulgated in its place.

Utilization of Minority and Women's Business Enterprises

- (a) It is the policy of the Government that minority and women's business enterprises shall have the maximum practicable opportunity to participate in the performance of the contract.

- (b) The contractor agrees to use his best effort to carry out this policy in the award of his subcontracts to the fullest extent consistent with the efficient performance of this contract. As used in this contract the term "minority or women's business enterprise" means a business, at least 50 percent of which is owned, controlled and operated by minority group members or women, or in the case of publicly owned businesses, at least 51 percent of the stock which is owned by minorities or women. For the purposes of this definition, minority group members are American: Blacks, Hispanics, Asians, Pacific Islanders, American Indians and Alaskan Natives. Contractors may rely on written representations by subcontractors regarding their status as minority or women's business enterprises in lieu of an independent investigation.

6. Minority and Women's Business Enterprises Subcontracting Program

- (a) The contractor agrees to establish and conduct a program which will enable minority and women's business enterprises (as defined in paragraph 5) to be considered fairly as subcontractors and suppliers under the contract. In this connection, the Contractor shall:

- (1) Designate a liaison officer who will administer the contractor's minority and women's business enterprises programs.
- (2) Provide adequate and timely consideration of the potentialities of known minority and women's business enterprises in all "make or buy" decisions.
- (3) Assure that known minority and women's business enterprises will have an equitable opportunity to compete for subcontracts, particularly by arranging solicitations, time for preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation of minority and women's business enterprises.
- (4) Maintain records showing (i) procedures which have been adopted to comply with the policies set forth in this clause, including the establishment of a source list of minority and women's business enterprises, (ii) awards to minority and women's business enterprises on the source list, and (iii) specific efforts to identify and award contracts to minority and women's business enterprises.
- (5) Include the Utilization Of Minority and Women's Business Enterprises clause in subcontracts which offer substantial minority and women's business enterprises subcontracting opportunities.
- (6) Cooperate with the Government's Contracting Officer in any studies and surveys of the Contractor's minority and women's business enterprises procedures and practices that the Contracting Officer may from time to time conduct.
- (7) Submit periodic reports of subcontracting to known minority and women's business enterprises with respect to the records referred to in subparagraph (4) above, in such a form and manner and at such time (not more often than quarterly) as the Contracting Officer may prescribe.

- (b) The contractor further agrees to insert, in any subcontract hereunder which may exceed \$500,000 (or in the case of WBE, \$1,000,000 in the case of contracts for the construction of any public facility and which offer substantial subcontracting possibilities) provisions which shall conform substantially to the language of this agreement, including this paragraph (b).

7. List of Employment Openings for Veterans

In accordance with Exec. Order 11701, dated January 24, 1973, and Part 60-250 of Title 41 of the Code of Federal Regulations, as may be amended from time to time, the parties incorporate herein by this reference the regulations and contract clauses required by those provisions to be made a part of Government contracts and subcontracts.

8. Employment of the Handicapped

In accordance with Exec. Order 11758, dated January 15, 1974, and Part 60-741 of Title 41 of the Code of Federal Regulations as may be amended from time to time, the parties incorporate herein by this reference the regulations and contract clauses required by those provisions to be made a part of Government contracts and subcontracts.